

**UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF NEW YORK**

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THE ESTATE OF ROY C. HAMMOND BY
AND THROUGH HIS ADMINISTRATOR AND
PERSONAL REPRESENTATIVE, EDDIE B.
HAMMOND,

Case No. 21-CV-01121 (RA)

Plaintiff,

against

AARON FUCHS (D/B/A TUFF CITY
REFORDS); TUFAMERICA, INC. (D/B/A
SWING BEATS SONGS); AND FUNKY
DELICACIES RECORDS.

AMENDED COMPLAINT
[JURY TRIAL DEMANDED]

Defendant(s).

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Plaintiff Roy C. Hammond (“Plaintiff” or “Roy C.”), by and through his attorneys, Hamilton Clarke, LLP for its Complaint against defendants AARON FUCHS, (D/B/A TUFF CITY REFORDS); TUFAMERICA, INC. (D/B/A SWING BEATS SONGS); FUNKY DELICACIES RECORDS, BMI INC. (collectively, “Defendants”), alleges, as follows:

PRELIMINARY STATEMENT

1. Plaintiff brings this action seeking injunctive and monetary relief for Defendant's intentional infringement of Plaintiff's copyright in at least 17 songs, specifically including, “We're On The Road To Hell”, “Since God Made A Woman”, “Merry Go Round”, “I Thought I Had Everything”, “In Divorce Court”, “I Don't Want To Worry”, “Song of Peace”, “To Make You Feel Like A Woman”, “You and I”, “Right or Wrong”, “After The Disco Is Over”, A Merry Black Christmas”, “Lonely I Was (Till I Met You)”, “I Caught You In The Act

(Neighborhood Scandal)", "Show Me The Way", "Shotgun Wedding", and most famously, "Impeach The President". ("Roy C.'s Songs" or "Songs" hereinafter).¹

2. Of all Plaintiff's Songs, "Impeach The President" serves as Plaintiff's biggest hit, and one of the most sampled songs in the history of Hip-Hop and R&B. Originally written and produced by Plaintiff for his band, The Honey Dippers, the intro drum beat to the song is well-known to any dedicated fan of Hip-Hop, and has been sampled in well over 800 songs, including certified hits by the Notorious B.I.G., Tupac, Nas, LL Cool J, the Wu Tang Clan, Janet Jackson, Mary J. Blige, Aaliyah, and most recently Megan Thee Stallion, just to name a few. Put otherwise, "Impeach The President" has served as a staple beat since the dawn of Hip-Hop, serving as the foundational blueprint for top tracks, and has helped a lot of famous artists make millions upon millions of dollars. Plaintiff, unfortunately, has not been able to meaningfully share in the profits of his own creation, primarily because of Defendants' actions.

3. On or around June 1973, Plaintiff created the Song "Impeach the President." As a result, Plaintiff is the owner of all copyrights in the Song "Impeach the President."²

4. On various times, Plaintiff created each of the songs in Roy C.'s Songs. As a result, Plaintiff is the owner of all copyrights over those songs.

5. All of the claims asserted herein arise out of and are based upon Defendant's copying, reproduction, distribution, sale and licensing of Roy C.'s Songs without Plaintiff's consent. Plaintiff sues for copyright infringement under the United States Copyright Act of 1976, as amended (the "Copyright Act"), 17 U.S.C. § 101 *et seq.*

¹ More songs may be added to this list, subject to further investigations of records under Defendants' control, including "Back in my Arms."

² Facts regarding the ownership of "Impeach the President" is further alleged in the subsequent section.

6. Plaintiff seeks all remedies afforded by the Copyright Act, including preliminary and permanent injunctive relief, Plaintiff's damages and Defendant's profits from Defendant's willfully infringing conduct, and other monetary relief.

JURISDICTION AND VENUE

7. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1343 for Plaintiff's claims arising under the laws of the United States, and supplemental jurisdiction pursuant to 28 U.S.C. § 1337 for Plaintiff's claims arising under state and local laws.

8. Venue is proper in this district pursuant to 28 U.S.C. § 1331(b) because Defendants are residents of and/or are incorporated within this District, and because Defendants have sufficient contacts with this District to subject them to personal jurisdiction and had those contacts at the time this action is commenced, and the acts and omissions giving rise to this Complaint occurred within this District.

PARTIES

9. Plaintiff, the Estate of Roy C. Hammond, is represented by the administrator and personal representative, Eddie B. Hammond ("Mrs. Hammond"), who is an individual who resides in Fairfax, South Carolina. Mrs. Hammond is a citizen of South Carolina. Mrs. Hammond is the late wife of Mr. Roy C. Hammond, and the personal representative of his estate. Plaintiff and Roy C. Hammond were married for 54 years, and share one daughter, Ms. Sabrina Hammond-Williams.

10. On information and belief, Defendant Aaron Fuchs is an individual residing in New York and is doing business as Tuff City Records. Aaron Fuchs serves as the President of

Tuff City Records. Aaron Fuchs owns, operates, and otherwise is affiliates with all other Defendants.

11. On information and belief, Defendant TufAmerica Inc. is a domestic business corporation formed under the laws of New York and doing business in New York, throughout the United States, and internationally. It is doing business as Swing Beat Songs at the following address: 439 W 43rd St New York, New York, 10036. TufAmerica Inc. is owned, operated, and otherwise affiliated with Aaron Fuchs.

12. On information and belief, Funky Delicacies Records is a domestic business corporation formed under the laws of New York and doing business in New York, throughout the United States, and internationally. It is owned, operated, and otherwise affiliated with Aaron Fuchs and has the following address: 439 W 43rd St New York, New York, 10036.

FACTS

A. Plaintiff's Storied Music Career and Song "Impeach the President"

13. In 1973, Roy C. wrote the song called "Impeach the President." Roy C. was the sole writer and/or author of the song "Impeach the President."

14. Roy C.'s Songs including "Impeach the President" is wholly original, and Plaintiff was the exclusive owner of all rights, title, and interest, including all rights under copyright, in the song.

15. Plaintiff is the owner of valid and subsisting United States Copyright Registration for "Impeach the President" and Roy C.'s Songs issued by the United States Copyright Office.³

³ On information and belief, Plaintiff's copyright registration certificates are within the control and possession of Defendants' records. It is referenced and acknowledged in the 2001 Agreement and in prior court cases. Plaintiff will seek discovery over these records.

16. “Impeach The President” has since garnered significant success by way of publication, distribution and performance, including works in which it was sampled. It is one of the most sampled songs in Hip-Hop’s history, as it was sampled in at least 804 songs known to date. The streaming platform Spotify alone contains 202 songs that sample “Impeach the President.”

17. Just a few examples of renowned artists and their works that sample the song “Impeach the President” include: Notorious B.I.G., Tupac, Nas, LL Cool J, the Wu Tang Clan, Janet Jackson, Mary J. Blige, Aaliyah, and most recently Megan Thee Stallion.

18. Roy C.’s Songs including “Impeach the President” are of significant value to Plaintiff. Upon information and belief, Defendants have extorted and converted substantial amount of money from numerous sampling and licensing fees derived from Plaintiff’s Songs. Recent known examples of Defendants’ profit from “Impeach the President” includes licensing fees for Meg the Stallion’s “Circles” which included a \$5,000 non-recoupable fee and 2% published price to dealer, and Kehlani’s “Morning Glory” which includes a \$3,500 for musical composition license and 27.5% of artist net receipts on streaming.

B. Defendants’ Failure to Perform per the 2001 Settlement Agreement

19. By way of background, Defendant Tuff City has been at the center of several unsuccessful legal disputes where it unsuccessfully claimed ownership over “Impeach the President.” Between 1995-1997, TufAmerica (formerly known as Tuff ‘N’ Rumble Management, Inc.) litigated a copyright action against a third party *Profile Records* over their use of Roy C.’s song “Impeach the President.” In a judgment dated August 14, 1997¹ in this Court, TufAmerica Inc. lost the legal battle in a motion for summary judgment because “Tuff

had no knowledge of who owned the original copyright to the song “Impeach the President” and could not prove that they were entitled to copyright ownership which song’s copyright registration was under Roy C. Hammonds.

20. In 1999, TufAmerica Inc. sued Roy C. Hammond in this Court, *TufAmerica Inc. v. Hammond et al.*, 99-CV-10369 (S.D.N.Y. 1999). The case was resolved in a settlement agreement entered and executed in 2001 (“2001 Agreement”) by Plaintiff and Defendant Aaron Fuchs.⁴ In the agreement, Plaintiff and Tuff City agreed that each should own a 50% ownership interest in the worldwide copyrights and any renewals or extensions of the work “Impeach the President.” The 50% -- 50% share between Plaintiff and Tuff City applied to net profits earned from licensing of masters and all new or old production of masters made by Tuff City and/or earned from Tuff City, its licensee, and distributors.

21. Pursuant to the 2001 Agreement, Tuff City was designated the administrator of all copyrights and other proprietary rights subject to the conditions of the agreement, and Tuff City had the duty to pay and account for any royalties due under the agreement to Roy C.

22. Per the 2001 Agreement, Defendant Tuff City, as the administrator of the copyrights in the song *Impeach the President*, had the duty to pay and account for any and all royalties due to Roy C. and maintain copyright over the work. Defendant Tuff City has failed to carry out this duty.

⁴ There is a contentious issue surrounding the legality of the 2001 Agreement. Roy C. alleged that the 1999 lawsuit moved forward without him being informed and notified about it, and the agreement reached without Roy C.’s authorization of the settlement. The lack of transparency by attorneys (both his own and on the opposing side) made Roy C. believe the attorneys were colluding with one another against Roy C. These troubling issues, which may be later brought to light at discovery, is provided by way of background in this case.

23. Per the 2001 Agreement, Defendant Tuff City, as the administrator of the copyrights in the song *Roy C's Theme*, had the duty to pay and account for any and all royalties due to Roy C. and maintain copyright over the work. Defendant Tuff City has failed to carry out this duty.

24. Other Works: Pursuant to the 2001 Settlement Agreement, Defendant Tuff City acknowledged that Plaintiff is the sole exclusive owner of compositions and masters, and that Plaintiff is entitled to 100% of all rights including worldwide copyright interests, and profits derived thereof from the following songs (“*Other Works*”):⁵

- i. “I Caught Her in the Act”
- ii. “We’re On The Road to Hell”
- iii. “Since God Made a Woman”
- iv. “Merry Go Round”
- v. “I thought I Had Everything”
- vi. “In Divorce Court”
- vii. “I Don’t Want To Worry”
- viii. “Song of Peace”
- ix. “To Make You Feel Like A Woman”
- x. “You And I”
- xi. “Right or Wrong”
- xii. “After the Disco Is Over”
- xiii. “A Merry Black Christmas”
- xiv. “Lonely I Was (Til I Met You)”
- xv. “I Caught You In The Act (Neighborhood Scandal)”

25. Upon information and belief, Plaintiff alleges that Defendant has exploited significant profit derived from all 17 songs including Impeach the President, Roy C’s Theme,

⁵ More songs may be added to this list, subject to further investigations of records under Defendants’ control, including “Back in my Arms.”

and the Other Works, by way of taking licensing fees, producing works that it profited from, and taking profits and royalties from sampling agreements it executed with other renowned artists and songs without providing any accounting and without payment of royalties to Plaintiff.

26. Upon information and belief, between 1983 to 2000, Defendants made substantial profit from numerous sampling and licensing fees derived from the sampling of Plaintiff's songs that are still played, streamed, and ringing the hearts and ears of the public today.

27. Upon information and belief, Defendants continued to breach the terms of the 2001 agreement between 2001 and 2011.

28. From 2001 to date, Plaintiff alleges that the Defendants had prior actual and constructive knowledge of the use of Roy C.'s songs in the many works it is sampled in, and obtained royalties therefrom, but refused to compensate Roy C. his 50% share.

29. Upon information and belief, Defendants breached the contract (2001 Agreement) with Plaintiff as early as 2002. On January 15, 2002, Defendants failed to provide accounting and royalty payments, and Plaintiff sent a notice of default to Defendants.

30. On November 11, 2009, BMI (publishing company) sent a statement to Roy C. informing that \$67,265.83 would be taken from Roy C.'s account because TufAmerica Inc. claimed entitlement to the money for 2008 and 2009. Defendants had failed to provide accounting nor had they paid royalties to Roy C. during the years 2008 and 2009, and were in violation of the 2001 Agreement as alleged in foregoing paragraphs.

31. On November 4, 2011, Roy C. sent a letter via attorneys, notifying Defendants of their failure to provide accounting and royalty payments.

32. Between March 2015 and August 2016, Roy C. demanded his rightful share (50%) of royalties in a correspondence with Defendant Fuchs. Amid the correspondence, Fuchs admitted that he was withholding Roy C.’s rightful share but refused to pay. In sum and substance, Fuchs threatened to file bankruptcy to prevent Roy C. from recovering any meaningful amount of royalties he was due.

33. In 2019 and 2020, Defendants failed to provide accounting and royalty payments to Roy C.

34. Defendants continue to profit from Roy C.’s songs every day. Defendants have not fulfilled their duty of providing proper accounting and continue to deprive Plaintiff his rightful share of royalties. Such conduct is willful, intentional, and repetitive.

C. Defendants’ Infringing Conduct

35. On information and belief, Defendants are engaged in publishing, licensing, reproducing, and distributing songs and music.

36. Because Defendants were patently in violation of the 2001 Agreement, Defendants had no right to claim any entitlement to any ownership or copyrights to Roy C.’s songs including “Impeach the President.”

37. Notwithstanding the above, Defendants published, reproduced, publicly displayed, distributed, sold licenses to, and otherwise exploited Roy C.’s songs and obtained profits therefrom between 2001 to date including “Impeach the President”. Much, but not all, of

the sampling and other uses of Roy C.'s songs that Defendants allegedly exploited profit from are listed in Exhibit A.⁶

38. Defendants' use of the Roy C.'s Songs including "Impeach the President" is without Plaintiff's authorization, consent, or knowledge, and without any compensation to Plaintiff.

39. Upon information and belief, Defendants continue to infringe Roy C.'s ownership and copyrights over the Songs including "Impeach the President."

40. On information and belief, Defendants' exploitation of Roy C.'s Songs was willful, and in disregard of, and with indifference to, the rights of Plaintiff. On further information and belief, Defendant's intentional, infringing conduct was undertaken to reap the creative benefit and value associated with Roy C.'s songs including "Impeach the President." By failing to obtain Plaintiff's authorization to use Roy C.'s songs and compensate Plaintiff for the use, Defendants have avoided payment of license fees and other financial costs associated with obtaining permission to exploit Roy C.'s works, as well as the restrictions that Plaintiff is entitled to and would place on any such exploitation as conditions for Plaintiff's permission, including the right to deny permission altogether.

41. As a result of Defendants' actions described above, Plaintiff has, and is continuing to suffer damage, by the unauthorized reproduction, publication, distribution, and portions of Roy C.'s Songs. Defendants have not accounted to or otherwise paid Plaintiff for its use of Roy C.'s Songs or for Defendant's exploitation of profit for third parties' use of Roy C.'s Songs.

⁶ In this action, Plaintiff does not seek to raise claims against any other artists who are users or licensors of Roy C.'s Songs other than Defendants and entities operated, owned, and affiliated with Defendants.

42. Defendants' acts are causing, and unless restrained, will continue to cause damage and immediate irreparable harm to Plaintiff for which Plaintiff has no adequate remedy at law.

43. Upon information and belief, each and every one of the Defendants, Aaron Fuchs, TufAmerica Inc., and Funky Delicacies Records were aware of Roy C.'s rights to the Songs, and each and every defendant participated in the infringing act.

**[COUNT ONE] BREACH OF CONTRACT
AS TO ALL DEFENDANTS**

44. Plaintiff repeats and reiterates each and every allegation set forth in the foregoing paragraphs of this Complaint with the same force and effect as if more fully set forth at length herein.

45. Defendants entered into a settlement agreement with Plaintiff in 2001, in which they promised, among other things, to serve as the administrator of the songs and to provide accounting and royalties that are due to Plaintiff.

46. Defendant Aaron Fuchs executed the agreement as the authorized agent, president, and beneficiary of all of the companies he operates including his d/b/a Tuff City Records, Defendant TufAmerica Inc., and Defendant Funky Delicacies Records.

47. Plaintiff relied upon the Defendants to perform according to the 2001 Agreement, and promised 50% of financial interest derived from the song "Impeach the President."

48. Defendants breached the agreement by repeatedly failing to provide accounting and royalties per the terms of the agreement.

49. Defendants continue to exploit profit from Roy C.'s Songs without providing accounting and without paying royalties to Plaintiff.

50. Plaintiff incurred damages as a result of the Defendants' breach of their

agreement.

**[COUNT TWO] FEDERAL COPYRIGHT INFRINGEMENT
(17 U.S.C. § 501)
AS TO ALL DEFENDANTS**

51. Roy C.'s Songs are original songs containing copyrightable subject matter for which copyright protection exists under the Copyright Act, 17 U.S.C. § 101, et. seq. Plaintiff is the exclusive owner of rights under copyright in and to Roy C.'s Songs. Plaintiff owns a valid copyright registration for the Songs.

52. Through Defendants' conduct alleged herein, including Defendants' reproduction, distribution, public display, sale and licensing of Roy C.'s Songs without Plaintiff's permission, Defendants have directly infringed Plaintiff's exclusive rights in Roy C.'s Songs in violation of Section 501 of the Copyright Act, 17 U.S.C. § 501.

53. On information and belief, Defendants' infringing conduct alleged herein was, and continues to be, willful and with full knowledge of Plaintiff's rights in the Songs and has enabled Defendants to illegally to obtain profit therefrom.

54. As a direct and proximate result of Defendants' infringing conduct alleged herein, Plaintiff has been harmed and is entitled to damages in an amount to be proven at trial. Pursuant to 17 U.S.C. § 504(b), Plaintiff is also entitled to recovery of Defendants' profits attributable to Defendants' infringing conduct alleged herein, including from any and all sales of Roy C.'s Songs and an accounting of and a constructive trust with respect to such profits.

55. Alternatively, Plaintiff is entitled to the maximum statutory damages and for such other amount as may be proper pursuant to 17 U.S.C. § 504.

56. Plaintiff further is entitled to its attorneys' fees and costs pursuant to 17 U.S.C. §

505.

57. As a direct and proximate result of the Defendants' infringing conduct alleged herein, Plaintiff has sustained and will continue to sustain substantial, immediate, and irreparable injury, for which there is no adequate remedy at law. On information and belief, unless Defendants' infringing conduct is enjoined by this Court, Defendants will continue to infringe Roy C.'s Songs. Plaintiff therefore is entitled to [preliminary and] permanent injunctive relief restraining and enjoining Defendants' ongoing infringing conduct.

WHEREFORE, Plaintiff requests judgment against Defendants as follows:

1. Declaratory judgment against Defendant for breach of the 2001 Agreement;
2. Declaratory judgment finding that Defendant violated Section 501 of the Copyright Act (17 U.S.C. § 501).
3. Granting an injunction preliminarily, and permanently enjoining the Defendant, its employees, agents, officers, directors, attorneys, successors, affiliates, subsidiaries, and assigns, and all of those in active concert and participation with any of the foregoing persons and entities who receive actual notice of the Court's order by personal service or otherwise, from:
 - a. manufacturing, distributing, selling, licensing, or authorizing any third party to produce, distribute, sell or license any work that include, copy, are derived from, or otherwise embody Roy C.'s Songs, and
 - b. aiding, assisting, or abetting any other individual or entity in doing any act prohibited by sub-paragraph (a).

4. That Defendants be ordered to provide an accounting of Defendant's profits attributable to Defendant's infringing conduct, including Defendant's profits from sales and any other exploitation of Roy C.'s Songs, and any products, works, or other materials that include, copy, are derived from, or otherwise embody the Songs;

5. Awarding Plaintiff:

a. Defendant's profits obtained as a result of Defendant's infringing conduct, including but not limited to all profits from sales and other exploitation of the Songs and any products, works, or other materials that include, copy, are derived from, or otherwise embody Roy C.'s Songs, or in the Court's discretion, such amount as the Court finds to be just and proper; and should Plaintiff so elect, statutory damages pursuant to 17 U.S.C. § 504(c) instead of actual damages or profits; and

b. any and all relief contemplated under the 2001 Agreement for Defendant's violation of the contract (2001 Agreement);
c. damages sustained by Plaintiff as a result of Defendant's breach of contract (2001 Agreement) infringing conduct, in an amount to be proven at trial;

d. Plaintiff's reasonable attorneys' fees and costs pursuant to 17 U.S.C. § 505.

6. Awarding Plaintiff interest, including pre-judgment and post-judgment interest, on the foregoing sums.

7. Awarding such other and further relief as the Court deems just and proper.

Dated: November 18, 2021

New York, NY

Respectfully Submitted,

/s/ Phillip C. Hamilton

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**Exhibit A: Non-exhaustive List of Songs that Sample or
Otherwise Use Roy C.'s Songs**

Non-Exhaustive List
[Artist : Songs or Work (year)]
Sampling and/or Otherwise Using Roy C.'s Songs

- Wu-Tang: An American Saga – Season 2, Episode 6 (television series)
 - Video of actor playing “Impeach the President” and another actor portraying Roy C.’s likeness while performing “Impeach the President”
 - Year Featured: 2021
- LL Cool J – “Around the Way Girl” (1990)
- LL Cool J – “6 Minutes of Pleasure”
- EPMD – “Give the People”
- Janet Jackson – “That’s The Way Love Goes”
- Nas – “I Can”
- Shaggy – “Luv Me, Luv Me”
- Ronny Jordan – “See The New”
- Ronny Jordan – “Summer Smile”
- Ronny Jordan – “Shit Goes Down”
- George Benson – “The Thinker”
- MC Shan – "The Bridge" (1986)
- Eric B & Rakim – "Eric B. Is President" (1986)
- BDP – "The Bridge Is Over" (1987)
- MC Shan – "Project Ho" (1987)
- Audio Two – "Top Billin'" (1988)
- N.W.A – "Gangsta Gangsta" (1988)
- DJ Jazzy Jeff & The Fresh Prince – “As We Go” (1988)
- Big Daddy Kane – "Smooth Operator" (1989)
- Cool C – "Juice Crew Dis" (1989)
- Nice & Smooth – "Funky for You" (1989)
- Public Enemy - Anti-Nigger Machine (1990)
- LL Cool J – "Around the Way Girl" (remix) (1990)
- LL Cool J – "6 Minutes of Pleasure" (1990)
- De La Soul – "Ring Ring Ring (Ha Ha Hey)" (1991)
- Small Change – "Why" (1991)
- EPMD – "Give the People" (1991)
- Naughty By Nature – "Ghetto Bastard" (1991)
- Ronny Jordan – "See the New" (1992)
- Ronny Jordan – "Summer Smile" (1992)
- Father MC – "Close to You" (1992)
- Digable Planets – "Rebirth of Slick" (1992)

- Joey Diggs – "Your Love Keeps Working on Me" (1992)
- The Emotions – "I Want to Thank You for Your Love" (1992)
- Bobby Brown – "That's the Way Love Is" (1992)
- Ice Cube – "Gangsta's Fairytale" (1992)
- Digable Planets – "Rebirth of Slick (Cool Like Dat)" (1992)
- Janet Jackson – "That's the Way Love Goes" (1993)
- Kris Kross – "Jump" (1993)
- 2Pac – "I Get Around" (1993)
- Biggie – "Unbelievable" (1994)
- Sounds of Blackness – "I'm Going All the Way" (1994)
- Sounds of Blackness – "Everything's Gonna Be Alright"
- Tevin Campbell – "I'm Ready" (1994)
- Prince – "The Most Beautiful Girl in the World" (1994)*
- Shabba Ranks – "Mr. Loverman" (1994)
- Ronny Jordan – "Shit Goes Down" (1994)
- Aaliyah – "No One Knows How To Love Me Quite Like You Do" (1994)
- Soul II Soul – "Jazzie's Groove"
- Special Ed – "Ya Wish Ya Could"
- Spoonie Gee – "You Just Ain't A Fool, You're Same Old Fool"
- Super Lover Cee & Cassanova Rud's "Do The James"
- Tekken 3 (Video Game) – "End Theme"
- Terminator X – "Juvenile Delinquinz"
- Terminator X – "Back to the Scene of the Bass"
- Tupac – "Rebel of the Underground"
- Ultramagnetic MC – "Funk Radio"
- Ultramagnetic MC – "Dolly and the Rat Trap"
- Karyn White – "Hunger"
- Christopher Williams – "Lonely"
- Wu Tang Clan - "Wu-Tang Clan Ain't Nothin' to F*ck With"
- Y'all So Stupid – "Van Full of Pakistans"
- Yo-Yo – "Letter to the Pen"
- X-Clan – "Raise the Flag"
- X-Clan – "Ooh Baby"
- X-Clan – "Verbal Milk"
- Thug Life – "Pour Out a Little Liquor" (1994)
- Diana King – "Shy Guy" (1995)
- TLC (group) – "Waterfalls (TLC song)" (1995)
- InI – "Fakin Jax"" (1995)

- Take That – "Never Forget" (1995)
- Kut Klose – "Like You've Never Been Done" (1995)
- Pete Rock – "A Little Soul"
- Barry White & Chris Rock – "Basketball Jones" (1996)
- Nas – "The Message" (1996)
- Alanis Morissette – "You Learn" (1996)
- George Benson – "The Thinker" (1996)
- Wu-Tang Clan – "As High As Wu Tang Get" (1997)
- Capone-N-Noreaga – "Bloody Money" (1997)
- Prince – "Love Sign" (Shocklee Remix) (1998)
- George Benson – "Cruise Control" (1998)
- Shaggy – "Luv Me, Luv Me" (1998)
- Fourplay – "Save Some Love for Me" (2000)
- Lazlo Bane – "Superman" (2000)
- Ulrich Schnauss – "Nobody's Home" (2001)
- Hefner – "Dive into You" (2001)
- Blackstreet – "I Like It"
- The Notorious B.I.G. – "Ready to Die"
- Mick Jagger – "Sweet Thing"
- The DOC – "Mind Blowin"
- Nas – "I Can" (2002)
- Amy Winehouse – "You Sent Me Flying" (2003)
- 50 Cent – "In My Hood" (2005)
- Kim Waters – "Midnight at the Oasis" (2006)
- Immortal Technique – "Impeach the President" (2006)
- The Cool Kids – "Catch of the Day" (2009)
- Stevie Wonder – "There's Nothing Greater Than the Love You Showed Me" (2009)
- Jazmine Sullivan - "Holding You Down" (Goin' in Circles) (2010)
- NK-OK – "Summer Madness" (2011)
- Little Mix – "How Ya Doin'" (2013)
- Joey Badass – "Don't Quit Your Dayjob" (2013)
- Carl Lurid – "I.D." (2014)
- J. Cole – "Wet Dreamz" (2015)
- Flo Rida – "My House" (2015)
- Deeb – "Outskirts" (2016)
- Brock Berrigan – "So in Love" (2016)
- MR DM – "In My Time" (2017)